



GREAT LAKES

C O P P E R I N C.

VIA UPS

May 4, 2012

US EPA RECORDS CENTER REGION 5



436641

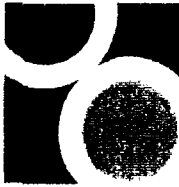
Ms. Joan Tanaka, Chief
Remedial Response Branch #1, Superfund Division
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3590

Dear Ms. Tanaka:

I am writing on behalf of Great Lakes Copper, Inc. formerly known as Wolverine Tube (Canada) Inc., with our response to the General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois (the "Information Request").

As our responses below indicate, Wolverine Tube (Canada) Inc. sold inert, non-hazardous commercial commodity metals to Chemetco, including copper, brass skimmings, bronze, and nickel silver alloys to Chemetco, with sales, to the best of our knowledge, being F.O.B. our plants. This commercial commodity metal was sold on the open market, with prices reflecting the market value of the metals at the time. We sold the metal directly to Chemetco and other recyclers as a commercial transaction and did not send "waste" to Chemetco for disposal or treatment.

We have reviewed what we believe to be the relevant files and have attached responsive documentation. Wolverine Tube, Inc. ("WTI"), a former affiliate, reviewed its files and located documents that pertain to Wolverine Tube (Canada) Inc.'s sale of commercial commodity metals to Chemetco. Those documents are attached for your reference and are Bates stamped WTCan 0002-45; documents WTCan 0043-45 are documents we located in our own computer files. We have also attached a privilege log, which identifies privileged attorney-client communications that have been withheld from production. Redacting or similar markings in any other documents was already in the file copy of the documents provided to us by WTI (for example, WTCan 0011; WTCan 0018). Please note that we and WTI are, and have always been, separate and distinct legal entities. Wolverine Tube (Canada) Inc. previously was an affiliate of WTI, but in 2008, the ownership of Wolverine Tube (Canada) Inc. was sold to a group of private Canadian investors. The name Wolverine Tube (Canada) Inc. was changed to Great Lakes Copper, Inc. in July 2010 to help differentiate us from our former affiliate. Accordingly, we are writing you solely on behalf of Great Lakes Copper, Inc., f.k.a. Wolverine Tube (Canada) Inc.



Our understanding is that WTI has also received a request for information and is responding to you separately. Based upon an arrangement with WTI, the law firm of Bradley Arant Boult Cummings LLP ("Bradley Arant") has assisted us in responding to EPA's request for information, separate and apart from that firm's representation of WTI. If you have any questions concerning any of the matters set forth herein, please do not hesitate to contact David Roth at Bradley Arant at 205.521.8428.

Sincerely,

Don Wellington

President, Great Lakes Copper, Inc., f.k.a. Wolverine Tube (Canada) Inc.

Attachment

cc: David Roth, Esq. (with attachments)

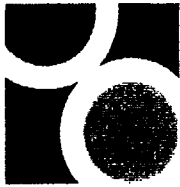


EXHIBIT 1

**Response of Great Lakes Copper, Inc., f.k.a. Wolverine Tube (Canada) Inc. to
General Notice and Information Request for the
Chemetco Superfund site in Hartford, Illinois**

Question 1: Provide the following information about your company ("Respondent"):

- (a) The complete and correct legal name of your company.
- (b) The names(s) and address(es) of the President and the Chairman of the Board, or other presiding officer of the company.
- (c) The state of incorporation of the company and the company's agents for service.
- (d) The name(s) of all subsidiaries, affiliates, or parent companies to your company.
- (e) The state of incorporation and agents for service of process in the state of incorporation.
- (f) The status of all subsidiaries, affiliates, or parent companies to your company.

Response 1:

- a. Great Lakes Copper, Inc. (formerly known as Wolverine Tube (Canada) Inc.)
- b.
 - 1. President: Don Wellington
Address: 1010 Clarke Road, PO Box 7515, London, Ontario N5Y 5S6 Canada
 - 2. Chairman of
the Board: Jean Noelting
Address: 1010 Clarke Road, PO Box 7515, London, Ontario N5Y 5S6 Canada
 - 3. Chief Financial
Officer: Julie Smith
Address: 1010 Clarke Road, PO Box 7515, London, Ontario N5Y 5S6 Canada
- c.
 - 1. State/province/country of incorporation/organization:

Ontario, Canada



2. Name and address of agent for service of process in state/province/country of incorporation/organization

Attention: Don Wellington, President
Great Lakes Copper, Inc.
1010 Clarke Road, P.O. Box 7515
London, Ontario, Canada
N5Y 5S6

- d. Copper Investments Holdings, Inc. – Parent
CDC Warehouse, Inc. – Affiliate
Great Lakes Steel Holdings Corporation – Affiliate
- e. Copper Investments Holdings, Inc. – Ontario, Canada Corporation
Attention: Jean Noelting
4100 Yonge Street
Suite 504
Toronto, Ontario, Canada
M2P 2G2

CDC Warehouse, Inc. – Ontario, Canada Corporation
Attention: Don Wellington, President
385 South Edgeware Road
St. Thomas, Ontario, Canada
N5P 4C5

Great Lakes Steel Holdings Corporation – Ontario, Canada Corporation
Attention: Don Wellington, President
1010 Clarke Road, P.O. Box 7515
London, Ontario, Canada
N5Y 5S6

Question 2: Describe and provide any documents related to your company's business activities which resulted in sending material to Chemetco.

Response 2: Our Plants are completely integrated facilities in that we start with refined copper and convert it into copper base alloy tube, strip or rod in a wide range of types and sizes. Specifically, in our Fergus facility, sometimes referred to as "Wolverine Ratcliffs, Inc." in the attached documents, we cast bronze, brass, and nickel silver metal, all of which are copper alloys. In our Montreal facility, sometimes referred to "Tuyaux Wolverine (Canada) Inc." in the attached documents, we cast copper nickel (copper with nickel) and copper. In our London, Ontario, facility we cast only copper. Our products are used in refrigeration and air conditioning applications, plumbing, and medical industries, and for a wide number of general industrial uses. Great Lakes Copper, Inc. continues to ship finished tubing to three to four countries throughout the world.



As described below, our manufacturing of enhanced copper and copper alloy tubes results in scrap metal, specifically inert, non-hazardous commercial commodity brass and copper "skimmings," as well as nickel silver alloy and bronze scrap metal. These metals are commercially valuable commodities which we collect from our manufacturing process and sell on the open market, with prices reflecting the market value of the metals at the applicable time.

As the attached documents indicate, we sold these commercial commodities on the open market to Chemetco - and continue to sell to other recyclers - as a commercial transaction. To the best of our knowledge, these sales were F.O.B. at our facilities. Accordingly, we did not, to the best of our knowledge, have occasion to visit the Hartford Chemetco facility and were not aware of any environmental violations there. The documents indicate a variety of Chemetco addresses, and once we sold the metal to Chemetco, we had no knowledge of whether Chemetco took it to one of its warehouses, took it to its facility in Hartford, Illinois, sold it to another recycler as a broker, or recycled the material itself. We believe that our Fergus and Montreal facilities sold metals to Chemetco; based on our documents, our London facility may have sold commercial commodity metal to Chemetco as well.

For our manufacturing process, we receive pure copper and other metals from metal brokers, refiners, and dealers which we then melt in our high efficiency natural gas fired melting furnace. Skimmings from the furnace (copper or copper alloys with a typically small amount of wood, dirt, graphite, and brick) can be separated at this point in the process and sold to recyclers such as Chemetco.

After melting, the molten metal is cast into a solid log in water-cooled graphite molds; it is then cut into short lengths called billets. Billets are heated to red-hot, and extruded into a tube on the extrusion press. Slugs and butts are collected from this step in the process, which we then re-melt.

The solid metal tube is then cold-worked by drawing it to a smaller diameter and thinner wall tube until the desired size is reached. The tubes are electronically and mechanically tested for any defects and then packaged and shipped to customers. Defective tubes, like overruns, are re-melted in our furnaces when possible.

Additionally, when we repair the furnaces, the skimmings would have a larger amount of brick and mortar mixed in with the metal. Specifically, we are able to recover a large amount of metal from cleaning our melting surfaces, launders (the troughs the molten metal runs through from the furnace to the casting molds), and the holding furnace. This metal is removed after the metal and furnace have cooled down. Because it must cool first, the metal freezes to the brick or refractory liner, and when it is chipped out, there can be brick and refractory adhered to it. The brick and refractory material are environmentally non-hazardous.

Commercial commodity metal was shipped to Chemetco in dry cardboard boxes, stapled to wooden pallets, and possibly shrink-wrapped. The typical box size was 4 feet square by 4 feet high; the weight of each pallet of materials is believed to have been between 2000 and 4000 pounds. No liquids were contained in or shipped in these cardboard boxes. Based on our knowledge of our copper and copper alloys, we believe the commercial commodity metals we sold to Chemetco would not have exhibited the identified characteristics of hazardous waste.



Question 3: Describe and provide any documents related to your company's role at the Site, including what duties/involvement your company had at the Site.

Response 3: As indicated in Response 2, we sold commercial commodity copper and copper alloys, such as brass, bronze, and nickel silver alloy to Chemetco F.O.B. our plants (to the best of our knowledge), and are unaware of any other transactions or activities related to its Hartford, Illinois site.

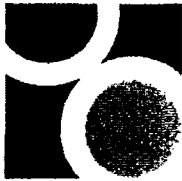
Question 4: If the nature or size of Respondent's activities in relation to Chemetco changed over time, describe those changes and the dates they occurred.

Response 4: Please see Response 2. Our sales to Chemetco correspondingly ceased when Chemetco closed its operations in 2001.

Question 5: For each type of waste or material used in Respondent's operations, describe and provide documents relating to Respondent's contracts, agreements, or other arrangements for its disposal, treatment, trading, or recycling with Chemetco, including but not limited to whether Respondent controlled where waste sent to Chemetco warehouses was ultimately processed/recycled.

Response 5: After a reasonably diligent search, we have not found any formal sales or purchase agreements. Each shipment was sold to Chemetco based on the then-current price of copper or copper alloy metal, and an invoice issued to Chemetco at that time. We did not send waste to Chemetco. The documentation we have located is attached to our response. Pursuant to our document retention policy at the time (see 25a), additional related documents were likely destroyed in the normal course of business some years ago. Wolverine Tube (Canada) Inc. did not control where the commercial commodity metal sold to Chemetco was ultimately processed or recycled; shipments were, we believe, F.O.B. our plants.

Question 6: If not already provided, specify the dates and circumstances when Respondent's waste or material was taken to the Site, and identify the companies or individuals who brought Respondent's waste/material to the Site. Provide any documents which support or memorialize your response.

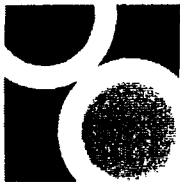


Response 6: The records we have identified regarding shipments from our Plants are attached and are summarized in the table below. The commercial commodity metals were shipped by common carrier (truck lines or contract haulers) in semitrailer loads to Chemetco.

Date	Plant	Description of Material	Weight in Lbs. (typically)	"Ship To" or "Sold To"	Carrier	Bates Number
May 1, 2001	Montreal	Metal sale, pit cleaning and mix brass	40,800 (please note what appears to be another weight/reference is included)	Chemetco 43 Executive Avenue Edison, NJ 8817 [sic]	Not specified	WTCan0004
June 1, 2001	Montreal	Metal sale, pit cleaning and mix brass	39,220	Chemetco 43 Executive Avenue Edison, NJ 8817 [sic]	Not specified	WTCan0005
May 5, 2001	Montreal	Metal sale, pit cleaning and mix brass	41,120	Chemetco 43 Executive Avenue Edison, NJ 8817 [sic]	Not specified	WTCan0006
May 16, 2001 (please see row below — apparently same shipment)	Fergus, Ontario	Scrap—Brass Loose (Skimmings)	43,206	Chemetco 3576 Chemetco Lane Hartford, IL	Choate (first name is unclear)	WTCan0010
May 25, 2001 (please see row above— apparently same shipment)	Fergus, Ontario	Loose brass skimmings	43,206	Chemetco F.O.B. Fergus	Not specified	WTCan0009
May 22, 2001	Fergus, Ontario	1 Load of Loose Brass Skimmings 1 Load of Loose Brass Skimmings 1 Load of Loose Brass Skimmings	42,520 45,720 42,464	Chemetco Inc. 18400 Lathrop Ave. Harvey, IL 60426	Customer Pick Up	WTCan0011



June 18, 2001 (please note two documents apparently refer to this shipment)	Fergus, Ontario	Loose Brass Skimmings	42,820	Chemetco F.O.B. Fergus (WTCan0012) Chemetco 3576 Chemetco Lane Hartford, IL (WTCan0013)	Illegible (WTCan0013)	WTCan0012 WTCan0013
June 22, 2001 (please note two documents apparently refer to this shipment)	Fergus, Ontario	Loose Brass Skimmings	45,720	Chemetco F.O.B Fergus (WTCan0014) 3576 Chemetco Lane Hartford, IL (WTCan0015)	Illegible (WTCan0015)	WTCan0014 WTCan0015
June 6, 2001 (please note two documents apparently refer to this shipment)	Fergus, Ontario	Loose Brass Skimmings	42,464	Chemetco F.O.B. Fergus (WTCan0016) Chemetco Inc. 16400 South Lathrop Ave. Harvey, IL 50426 (WTCan0017)	Illegible (WTCan0017)	WTCan0016 WTCan0017
July 20, 2001 (please see additional documents re each of these individual sales, dated July 1, 2001, July 20, 2001, and July 26, 2001)	Fergus, Ontario	1 Load of Loose Brass Skimmings 1 Load of Loose Brass Skimmings 1 Load of Loose Brass Skimmings	45,314 43,520 39,612	Additional documents note: F.O.B. Fergus	Customer pickup (WTCan0018)	WTCan0018 WTCan0019 WTCan0020 WTCan0021
November 7, 2001	Wolverine Ratcliffs, Inc. (Fergus, Ontario)	Memo that notes "Fergus has shipped skimmings and scrap brass, bronze, and nickel silver alloys to Chemetco USA since October 1999."	Not specified	Not specified	Not specified	WTCan0022



November 2, 2001	Fergus, Ontario	This document is a "Statement of Account: Chemetco as of November 2, 2001" and shows invoices from June 22 to October 24 but does not give descriptions of materials sold, weight, etc., though accompanying letter references "scrap copper alloy metals"	Not specified	Not specified	Not specified	WTCan0024 WTCan0023 (accompanying letter)
October 29, 2001	Wolverine Ratcliffs, Inc. (Fergus, Ontario)	Document entitled "Statement of Account: Chemetco as of October 29, 2001" which references multiple invoices and Bills of Lading, but does not include descriptions of materials sold, weight, etc.	Not specified	References Chemetco's account	Not specified	WTCan0043
Not specified	Montreal	Document entitled "Chemetco Activity 2001 Montreal" which references Chemetco payments in July, August, September, and October	Not specified	References Chemetco payments	Not specified	WTCan0045



Not specified	London	Document entitled "Chemetco Activity 2001 London" which references "Chemetco purchased skimmings" and includes "o/s from 2000" as well as dates from January, February, June and August 2001	Not specified	References Chemetco purchases	Not specified	WTCan0043
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Question 7: Were transactions between your company and Chemetco and specifically the Site: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

Response 7: The transactions were an outright sale, with Chemetco buying the metal.

Question 8: Did your company have any influence over waste disposal or recycling activities at the Site? If so, how?

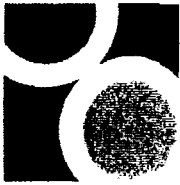
Response 8: No.

Question 9: Was any shipment of material sent to the Site by Respondent ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

Response 9: No.

Question 10: Describe in detail the types of material that you sent for recycling, processing, or disposal at the Site. In your response, please also give the generic name of each type of materials shipped to the Site [e.g., scrap metal (including scrap automobiles), batteries, electronics, scrap paper, scrap plastic or scrap textile, etc.].

- (a) Identify whether the materials were delivered directly to the Site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.



- (b) **State whether any of the material was ever tested by your company and if so, whether the substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. § 261, Subpart C.**
- (c) **Describe what was done to materials once they were brought to the Site, including any further processing of the materials.**
- (d) **Provide any additional information and all documents that you believe are related to the type, nature and characteristics of the materials you sent to the Site.**
- (e) **List the years in which your company sent materials to Chemetco and/or its broker(s) for recycling, processing, or disposal.**

Response 10: Copper and brass scrap, along with bronze and nickel silver alloy metals.

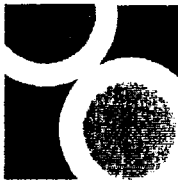
a. As indicated in Response 2, all shipments were, we believe, made F.O.B. our plants, and while the recipient was listed as various "Chemetco" addresses, we have no knowledge of whether Chemetco took shipments to one of its warehouses, took them to its facility in Hartford, Illinois, sold them to another recycler as a broker, or recycled the material itself.

b. The shipments of commercial commodity metal were not tested for characteristics of a hazardous waste, as these were not hazardous wastes, and not subject to hazardous waste regulations. Any testing done was for metal content only. Based on our knowledge of our copper and copper alloy metal, we believe the commercial commodity metals we sold to Chemetco would not have exhibited the identified characteristics of hazardous waste.

c. As indicated in Response 2, we sold the commercial commodity metals to Chemetco as a commercial transaction and do not know what happened to the commodities once purchased by Chemetco.

d. See attached documents, primarily indicating shipments of loose brass, brass skimmings, and mixed brass.

e. Our records indicate shipments from 1999 through 2001.



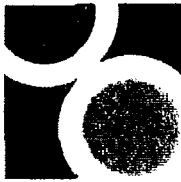
Questions and Requests for Documents Related to Scrap Metal

Question 11: For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) Did a market exist for the scrap metal listed in your response to No. 10 above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of the commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
- (b) What commercial specification grade did the scrap metal listed in your response to question No. 10 meet? Identify/list the commercial specification grades that each scrap metal identified in No. 9 met.
- (c) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question No. 10? Did this include burning as fuel, or for energy recovery, or incineration?
- (d) After sale, transfer, delivery, recycling, or disposal, what portion of the scrap metal listed in your response to question No. 10 was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (e) Could the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (f) Could any products made from the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (g) Did your company melt the scrap metal listed in your response to question No. 10 before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal.
- (h) Describe the source of or the process that produced the materials sent to the Site.

Response 11:

a. Yes. Possible uses for our material sent for recycling would have included companies engaged in buying and selling copper and copper alloys, including brass, either for resale or for melting and recasting into metal products, and companies buying copper bearing materials for smelting or refining to recover pure copper. Some of the commercial specification grades that are relevant include machinery or hard brass solids, and yellow brass scrap, per ISRI "Guidelines for Nonferrous Scrap: NF-2003," WTCan0030-31.



b. For question 10, some of the commercial specification grades that are relevant include machinery or hard brass solids, and yellow brass scrap, per ISRI "Guidelines for Nonferrous Scrap: NF-2003". For question 9, no material was returned.

c. Wolverine Tube (Canada) Inc. sold the metals on the open market as a commercial commodity. This material was not sold for and was not suitable for burning as fuel, incineration, or energy recovery.

d. It is our belief that the probable percentage was 100%, as the copper and copper alloy metal had commercial value and Chemetco and other recyclers paid approximately full weight value for the material.

e. Yes. Whether the metals are derived from metal-bearing ores via mining, smelting and/or refining, or from metal scrap via recycling and melting, the end product can be used by melting and casting to produce tubing, sheet, plates, household fixtures, and a wide variety of end products.

f. Yes. As the raw material for any product made from our recycled copper and copper alloy materials would be pure metal, any product made with this recycled material would replace products made with virgin raw metal.

g. The metals were not melted prior to sale and shipment to Chemetco for that purpose. As described in Response 2, melting and casting is part of our manufacturing processes, but the metal was not melted for the purpose of shipping or selling to the site. The melting process involves using high efficiency natural gas burners to melt the metal in a brick furnace. The molten metal flows to water-cooled molds, and is solidified for further working into finished products.

h. The metals sold to and shipped to Chemetco for recycling were produced as a result of our manufacture of rods, bars, sheets, and tubes. This material could have included manufacturing defects (products unsuitable for their final use).

Question 12: Did any of the scrap material sent to the Site contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

Response 12: As part of the copper and copper tube manufacturing process, there may be brick from normal wear of furnace linings; graphite from our casting process; or wood fragments from the normal wear of liners in our storage racks in shipments of our commercial commodity metals. As noted in Response 2, when we re-brick our casting furnaces, there may be larger amounts of brick or other inert materials at those times.



Question 13: Did any of the material sent to the Site contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at the Site, after being received at the Site, or was the wire not stripped?

Response 13: No. We did not produce any wire in any of our factories, thus no wire was produced that could have been recycled.

Question 14: Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

Response 14: No. Material was shipped in dry cardboard boxes, stapled to wooden pallets, and possibly shrink-wrapped. Typical box size was 4 feet square by 4 feet high; the weight of each pallet (including the commercial commodity metal) is believed to have been between 2000 and 4000 pounds. No liquids were contained in or shipped in these cardboard boxes.

Question 15: Describe all efforts (i.e., Site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question No. 10.

Response 15: After a reasonably diligent search, we have found no records of any visits to the Site. As described in Response 2, our transactions with Chemetco centered on the sale of a commercial product in the market place for re-use as a raw material. As such, we have no records reflecting any investigation into Chemetco's business activities.

Questions and Request for Documents Related to Electrical and Electronic Equipment

Question 16: For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers, monitors, cables, circuit boards, or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- (a) List an estimated number of shipments of electrical and electronic equipment your company sent to the Site on an annual basis and list the years. In this list, include the type and quantity, volume and weight of electrical and electronic equipment sent;
- (b) At the time of the transaction(s), what was the intended disposition of the electrical and electronic equipment listed in your response to question 15(a)? Did the intended disposition include burning as fuel or for energy recovery or incineration?

Response 16: Not applicable. We did not ship any electrical or electronic equipment to the site.



Question 17: With respect to waste or materials sent to the Site, at the time of the transactions, specify the measures you took to determine the actual means of treatment, disposal, recycling, or other uses of the material. Provide information you had and any documents relating to the treatment, recycling and disposal practices of Chemetco at the Site. What assurances, if any, were you given by the owner/operator of the Site regarding the proper handling and ultimate disposition of the materials you sent there, as well as its compliance with applicable environmental laws? Include in your response any correspondence to and from Chemetco relating to this topic and dates the measures were taken or assurances were given.

Response 17: As described in Response 2, our commercial commodity metals were sold to Chemetco for the metal value, in a commercial transaction. The metals were not sold or sent as “waste” for disposal.

Question 18: What efforts and when, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering disposing of, trading, or arranging for the treatment, recycling, or disposal of any materials?

Response 18: No materials were sent to the site for treatment and disposal. Our commercial commodity metals were sold to Chemetco for the metal value.

Question 19: Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. § 9627, sent to the Chemetco Site.

Response 19: Please note that our factories are not recyclers, and material was sold to Chemetco as metal, in a commercial transaction, not for treatment, storage, or disposal.

Question 20: Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding scrap metal promulgated under Resource Conservation and Recovery Act (RCRA).

Response 20: We have no such information because we do not ship applicable materials to the United States.



Question 21: Provide all RCRA Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

Response 21: We do not have RCRA ID numbers because we do not ship applicable materials to the United States.

Question 22: List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 1101 *et seq.*, (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 *et seq.*

Response 22: We do not report to any state governments in the United States, and do not report to the United States federal government.

Question 23: Identify the federal and state offices to which such information was sent. State the years during which such information was sent/filed.

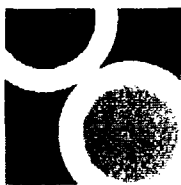
Response 23: We do not report to any state governments in the United States, and do not report to the United States federal government.

Question 24: If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response 24: No other persons are known.

Question 25: If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained. If the records were destroyed, provide us with the following:

- (a) the document retention policy between 1970 and 2001;
- (b) a description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;



- (c) a description of the type of information that would have been contained in the documents;
- (d) the name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and
- (e) the names and most current address of any person(s) who may possess documents relevant to this inquiry.

Response 25:

a. Our document retention policy is attached as WTCan00032-35, which is the same retention policy that would have been in effect for our affiliate company at the time, WTI.

b. Documents were shredded and disposed of in the trash in the normal course of business based on our document retention policy (see response to question 25a). Documents were destroyed using a commercial shredding (destruction) service.

c. Pursuant to our policy, documentation destroyed could have included freight bills (3 years), bills of lading and waybills (2 years), customer files (4 years), cancelled checks (7 years), journal entries (4 years), and accounts receivable invoices (4 years).

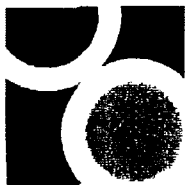
d. The documents would have been produced by a variety of billing clerks, department supervisors, and accounting staff. It is not possible to determine who may have produced a document that no longer exists.

Retention of the documents would have been by filing clerks; the documents were typically removed after one year and placed in cardboard boxes for storage, with a destroy date written on the outside of the box. When this destroy date came, the contents of the box were shredded and disposed of. Shredding was supervised by the department supervisors or managers to confirm the destruction of obsolete documents.

There are no originals of the destroyed documents. The originals were destroyed, pursuant to our policy.

e. The following individuals looked for and have provided any responsive documents that were in their possession; we are unaware of any other individuals who may have responsive documents

- Tim Watkin, Wolverine Tube (Canada) Inc.-Documents in storage in London, Ontario
- Julie Smith, Wolverine Tube (Canada) Inc.-Documents in storage in London, Ontario
- Don Wellington, Wolverine Tube (Canada) Inc.-Documents in storage in London, Ontario

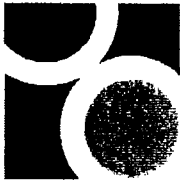


- Judi Stiger, Wolverine Tube, Inc.-Documents related to Wolverine Tube (Canada) Inc. in storage in Decatur, Alabama corporate office
- Mark Brown, Wolverine Tube, Inc.-Documents related to Wolverine Tube (Canada) in storage in Decatur, Alabama corporate office

Question 26: Please state the name, title and address of each individual who assisted or was consulted in the preparation of the response to this information request.

Response 26: In addition to the assistance of counsel, the following individuals were consulted in the preparation of these responses:

- Mark Brown, Corporate Engineering Manager, Wolverine Tube, Inc., Decatur Alabama
- Judi Stiger, Corporate Executive Assistant, Wolverine Tube, Inc., Decatur Alabama
- Tim Watkin, Wolverine Tube (Canada) Inc.-London, Ontario
- Don Wellington, President-Wolverine Tube (Canada) Inc.-London, Ontario
- Julie Smith, Wolverine Tube (Canada) Inc.-London, Ontario
- Tom Morton, retired, Wolverine Tube, Inc., Decatur, Alabama
- Ralph Campbell, ex-Environmental Manager, Wolverine Tube, Inc., Decatur, Alabama
- John Tosland, IT department, Wolverine Tube, Inc., Decatur, Alabama
- Doreen Bourcier, retired from Wolverine Tube (Canada) Inc.
- Howard Renaud, retired, Wolverine Tube (Canada) Inc.
- Brad Goode, Metals manager, Wolverine Tube, Inc., Decatur, Alabama



**Response of Great Lakes Copper, Inc., f.k.a. Wolverine Tube (Canada) Inc. to
General Notice and
Information Request for the
Chemetco Superfund Site in Hartford, Illinois**

I, Don Wellington, certify under penalty of law that this document and all enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

May 4, 2012

Don Wellington
President, Great Lakes Copper, Inc.
f.k.a. Wolverine Tube (Canada) Inc.

Great Lakes Copper Inc.'s, f.k.a. Wolverine Tube (Canada), Inc., Privilege Log regarding Documents Requested by EPA in its

**General Notice and Information Request for the Chemetco Superfund Site
in Hartford, Illinois**

Date	Title/Description of Document	Author	Author Entity	Recipient	Recipient Entity	Basis for Privilege	Q#
1/26/2004	Letter regarding Chemetco US Bankruptcy Court Proceedings	W. Clark Watson, Esq.	Balch & Bingham LLP	Chip Manning, Vice President and General Counsel	Wolverine Tube, Inc.	Attorney-Client Communications	2, 3
10/7/2004	Single page fax cover sheet with handwritten note "Chemetco File"	Chip Manning, Vice President and General Counsel	Wolverine Tube, Inc.	W.Clark Watson, Esq.	Balch & Bingham LLP	Attorney-Client Communications	2, 3, 6

Chemetco information, Canadian plant shipments (documentation from Decatur AL files).



BALCH & BINGHAM LLP

Alabama • Georgia • Mississippi • Washington, DC

W. Clark Watson
(205) 226-3466

File

Attorneys and Counselors
1901 Sixth Avenue North, Suite 2600
P.O. Box 306 (35201-0306)
Birmingham, Alabama 35203-2628
(205) 251-8100
(205) 226-8799 Fax
www.balch.com

(205) 488-5837 (direct fax)
cwatson@balch.com

March 9, 2004

BY FACSIMILE (618) 234-9786

BY U.S. MAIL

Mary E. Lopinot, Esq.
Mathis, Marifian, Richter & Grandy, Ltd.
720 West Main Street, Suite 100
Belleville, IL 62220

Re: *Chemetco, Inc.*
Case No. 01-34066

Dear Mary:

Thank you for your March 4, 2004 letter.

I agree with your statement that the \$8,012.00 payment by check no. 459 does not qualify for the new value defense. I provided that information to you only to demonstrate that Wolverine Tube, Inc. ("WTI") has a claim in that amount. It does appear, however, that we agree on a new value defense of \$5,953.00 by virtue of check no. 480.

As for WTI's ordinary course of business defense, I am unaware of the source of the document that you sent to me which you refer to as "Chemetco contract #4870". WTI does not have any such document in its files. It appears to be a computer-generated document prepared by Chemetco. Please let me know if you know where this document came from.

WTI's customary credit terms for in-stock standard inventory items are net 30 days. However, the material purchased by Chemetco was not a standard item, but instead, was scrap brass which is priced according to weight rather than per item. WTI has been unable to locate any document that memorializes the payment terms for those purchases. It seems that Chemetco's purchase of scrap brass originated with orders sent to WTI's affiliate, Wolverine Tube (Canada), Inc. ("Wolverine Canada"). WTI and Wolverine Canada customarily provide identical credit terms to their common customers.

Enclosed are copies of three invoices by Wolverine Canada to Chemetco, each for various quantities of "Metal sole, Pit cleaning and mix brass." You will observe that the payment terms for each of these invoices is 90 days. I am also enclosing a copy of Mr. Ron Ledbetter's October 3, 2002 letter to you and the Trustee where he first advised each of you of the 90 day payment terms.

WTCan 0002

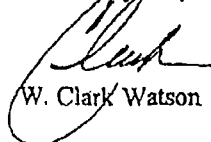
BALCH & BINGHAM LLP

Mary E. Lopinot, Esq.
March 9, 2004
Page 2

Despite my client's firm conviction regarding these payment terms, I recognize that WTI's documentation on this issue is less than ideal. Moreover, the amount in controversy and the venue of the case requires WTI to evaluate the economics of taking this case to trial. I am therefore authorized to offer Two Thousand Five Hundred Dollars (\$2,500.00) in full settlement of this adversary proceeding. This offer is contingent upon the offer being accepted by the Trustee, subject to court approval, on or before March 16, 2004.

Please review this offer with the Trustee and then contact me as soon as possible. I look forward to hearing from you.

Yours very truly,



W. Clark Watson

WCW:lm
Enclosures

cc: ✓ Johann R. Manning, Jr. (with enclosures)
Ron Ledbetter (with enclosures)



WOLVERINE TUBE (CANADA) INC.
TUYAUX WOLVERINE (CANADA) INC.
18100 EST. RUE SHERBOOKE
C.P. 420 P.O. BOX STATION P.A.T.
MONTREAL, QC, Canada H1B 6Y4
TELEPHONE (514) 643-8741
1-800-383-1878
FAX NO. (514) 648-3830

WOLVERINE TUBE (CANADA) INC.
P.O. Box 420, Station P.A.T.
Montreal, Qc
H1B 5Y4

INVOICE
FACTURE

Page	CUSTOMER ORDER NO. NO. DE COMMANDE DU CLIENT	SHIP VIA / TRANSPORTER	SHIP FROM LIEU D'ORIGINE	UNIT P.P.P.D.	AUX	NEW ORDER NO. NO. DE COMMANDE DE L'USUR	TAXES/PT. TAXES D'IMPORT	CORRECTION NO. NO. DU CLIENT	DATE DATE	PERIOD NO. NO. DE PERIODE
			Montreal				NO	NO	5 1 2001	01-0488

Sold to / Vendeur A:

Ship to / Livrer A:

Chemelco
43 Executive avenue
Edison, NJ
8817

Chemelco
43 Executive avenue
Edison, NJ
8817

ITEM NO.		ORDER / COMMANDE		DESCRIPTION	QUANTITY / QUANTITE			PRICE / PRIX		PROPERTY / PROPRIETE
quantity / quantite		unit / unite			Plots	Foot/Pieds meters/decimètres	quantity / quantite	unit / unite	PROPERTY / PROPRIETE	
				Metal sale , Pit cleaning and mix brass Ref : MS-4723, MS-4724, S.A. 12573, 12574			40800 0.2936 39640 0.2787		11,978.88 11,047.67	
				Sub-Total					23,028.66	
TOTAL TOTAL		DISCOUNT BY LA REMISE EN P.T.		IF PAID BY SI PAYE PAR D.R.			INVOICE TOTAL TOTAL DE LA FACTURE		US Funds \$23,028.66	
30 Days										



WOLVERINE TUBE (CANADA) INC.
TUYAUX WOLVERINE (CANADA) INC.
10430 EXT. RUE BRIMCROCKE
C.P. 420 P.D. BOX STATION P.A.T.
MONTREAL, QC, Canada H7B 5M4
TELEPHONE (514) 646-6741
1-800-663-1978
FAX NO. (514) 646-3692



WOLVERINE TUBE (CANADA) INC.
P.O. Box 420, Station P.A.T.
Montreal, Qc
H7B 5M4

INVOICE
FACTURE

PAGE	CUSTOMER ORDER NO. NO DE COMMANDE DU CLIENT	SHIP VIA / TRANSPORTER	SHIPPED FROM LIEU D'EXPEDITION	CELL	PROCOLL P.P.P.C.	SUM	MILL ORDER NO. NO DE COMMANDE DE L'USINE	WOLVERINE TAXE D'EXPORTATION		COURTESY AND NO. AND CLIENT	DATE			INVOICING NO. DE FACTURE
								PEO	PROV			DAY/MON	YEAR	
			Montreal					NO	NO		6	1	2001	01-048E

Sold to / Vendeur A:

Ship to / Livrer A:

Chemefco
43 Executive avenue
Edison, NJ
8817

Chemefco
43 Executive avenue
Edison, NJ
8817

ITEM NO.	ORDER / COMMANDE		DESCRIPTION	SHIPPED / LIVREES			PRICE / PRIX		AMOUNT / MONTANT
	WORK / TRAVAIL	WOL / WOL		From	From	From	From	From	
			Metal sale, Pit cleaning and mix brass Ref: MS-4731, S.A. 125B2				39220	0.2780	10,942.38
			Sub-Total						10,942.38
TERMS:		DISCOUNT NO.	IS PRICED	INVOICE TOTALS					
30 Days		LA BONNE 0071	KA PATE PIRE 001	TOTAL DE LA FACTURE		US Funds \$10,942.38			

WTCan 0005



WOLVERINE TUBE (CANADA) INC.
 TUYAUX WOLVERINE (CANADA) INC.
 10830 EST. RUE SHERBOOKE
 C.P. 428 P.O. BOX STATION P.A.T.
 MONTREAL, QC, Canada H1B 5K4
 TELEPHONE (514) 848-5741
 1-800-483-1978
 FAX NO. (514) 848-3590



WOLVERINE TUBE (CANADA) INC.
 P.O. Box 420, Station P.A.T.
 Montreal, Qc
 H1B 5K4

INVOICE
 FACTURE

Page	CUSTOMER ORDER NO. NOUS COMMANDE DU CLIENT	SHIP VIA / TRANSPORTER	SHIPPED FROM LIEU D'ORIGINE	BILL F.P.P.D.	DATE P.P.D.	BILL ORDER NO. NO. DE COMMANDE DE L'USUR	TAX EXEMPT TAXE DISPENSEE	CUSTOMER NO. NOUS CLIENT	DATE DATE	INVOICE NO. NO. DE FACTURE
			Montreal				NO	NO	6 5 2001	01-048F

Sold to / Vendu A:

Ship to / Livre A:

Chemelco
 43 Executive avenue
 Edison, NJ
 8817

Chemelco
 43 Executive avenue
 Edison, NJ
 8817

ITEM NO.	ORDER / COMMANDE		DESCRIPTION	SHIPPED / LIVREES			PRICE / PRIX		AMOUNT / MONTANT
	Order / Commande	OR		Price	Unit Price	Quantity	Amount	Unit	
			Metal sale, Pit cleaning and mix brass Ref: MS-4732, S.A. 12584			41120	0.2792		11,480.70
			Sub-Total						11,480.70
TERMS: 30 Days				INVOICE TOTALS TOTALS DE LA FACTURE			US Funds \$11,480.70		

WOLVERINE FINANCE COMPANY

23000 AUSTIN WHITT ROAD
P.O. BOX 399
ARDMORE, TENNESSEE 38449
TELEPHONE 256-353-1310
FACSIMILE 256-580-3931

October 3, 2002

Mathis, Marifian, Richter & Grandy, LTD
Attention: Laura K. Grandy
Mary E. Lopinot
720 West Main Street, Suite 100
Belleville, IL 62220

RE: Chemetco, Inc./ BK 01-34066

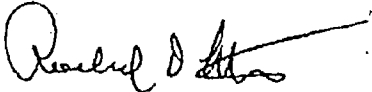
Laura and Mary:

My name is Ron Ledbetter, Corporate Credit Manager of Wolverine Tube, Inc. I am in receipt of a letter sent by you dated September 17, 2002 which questions some payments received by our Montreal facility from the subject company. The payments in question were check numbers 333, 360, and 370, which total \$53,154.76.

I researched the invoicing and payment procedures between our facility and Chemetco and these payments were made in a manner consistent with the ordinary course of dealing with Subject Company. Subject Company paid the invoices in an average of 112 days and the invoices were due net 90 days.

I have attached a copy of invoices and payment remitters. If there are any further questions or information needed, please give me a call or send me an e-mail.

Sincerely,



Ron Ledbetter
Corporate Credit Manager



FROM

(FRI)10 4 2002 11:46/ST. 11:46/NO. 5090073192 P 1

WOLVERINE TUBE (CANADA) INC.

865 Gartshore Street
P.O. Box 100,
Fergus, Ontario, Canada N1M 2W7
Telephone 519-843-2440



Facsimile: (519) 843-8202

**CONFIDENTIAL
FAX TRANSMISSION**

*Fax to
Clark Watson
at Balch.*

DATE: 04/10/2002 TIME: 11:27 FAX NO: 256-580-3996

TO: Chip Manning, Wolverine Tube Inc., Huntsville, AL

FROM: Dushyant P. Patel

OPERATOR:

No. OF PAGES: 14 (Incl. Cover)

PLEASE DELIVER THIS FACSIMILE TO THE ABOVE ADDRESSEE(S). IF YOU DID NOT RECEIVE ALL OF THE PAGES IN GOOD CONDITION, PLEASE ADVISE.

Subject: Chemetco

Enclosed please find the following:

1. For \$10,525.80 received, attached is the bill of lading for the brass skimmings shipped. The invoice is at off-site storage.
2. Attached are two invoices (nos. 1-17 and 1-18) for the amounts \$30,543.07 and \$20,457.71. We have not received the payments as claimed by the Trustee. May be the trustees could send us the copies of the both sides of the cancelled cheque. Please note our invoices were always adjusted by Chemetco. The invoices clearly stated "Provisional Pricing".

Chip, it was a pleasure working with you. For further assistance, please send an e-mail to Debbie Salter as she will be working Tuesdays and Thursdays.

Regards,

Dushyant

OUR POLICY: " EXCEEDING CUSTOMER EXPECTATIONS"

Received Time Oct. 4. 10:50AM

WTCan 0008

(FRI) 10 4 2002 11:46/ST. 11:46/NO. 5090073192 P 2
METAL ALLE 0240

~~EX-104-1785-11010~~

VI

DATE		
Wk / DY	MO	AN / YR
25	05	07

[illegible]

200-4 A (A-10)

Received Time Oct. 4. 10:50AM

WTCan 0009

WOLVERINE RATTCLIFFS INC.
 145 GARTSHORE STREET, P.O. BOX 10
 FERGUS, ONTARIO, N1M 2W7

TELEPHONE (519) 843-2440
 FAX NO. 519-843-6202

REMIT TO:

WOLVERINE RATTCLIFFS INC.
 145 GARTSHORE ST., P.O. BOX 10
 FERGUS, ONTARIO, N1M 2W7

2001-2.4

FROM

Received Time Oct. 4 10:50AM

PAGE	METAL SALES NO.	SHIP VIA	SHIPPED FROM	PPC/COL	SUM	BILL OF LADING NO.	TAX EXEMPT	CUST. NO.	DATE			INVOICE #
01	see below	CUSTOMER PICKUP		F	COL	see below	FED PROV YES YES		MONTH 8	DAY 22	YEAR 01	1-47
To: CHEMETCO INC 18400 SOUTH LATHROP AVE HARVEY, ILLINOIS, 60426 USA Ship to: CHEMETCO INC 18400 SOUTH LATHROP AVE HARVEY, ILLINOIS 60426 USA												
DESCRIPTION						SHIPPED POUNDS	PRICE/LB	AMOUNT				
1 LOAD OF LOOSE BRASS SKIMMINGS Refer to MS 6751 [REDACTED] Provisional Pricing						42,820	\$8.2400 US	\$352,768.00 10,375.1				
1 LOAD OF LOOSE BRASS SKIMMINGS REFER TO MS 6752 [REDACTED] Provisional pricing						45,720	0.2400 US	\$10,972.80 10,264.14				
1 LOAD OF LOOSE BRASS SKIMMINGS REFER TO MS 6250 [REDACTED]						42,484	0.2400 US	\$10,196.16 9,953.76				
TERMS: NET 30 DAYS						INVOICE TOTALS		131,024	US DOLLARS		31,440.96	

"TO EXCEED CUSTOMERS EXPECTATIONS"

Final Payout \$30,543

(FRI) 10 4 2002 11:47/ST. 11:46/NO. 5090073192 P 4

(FRI)10 4 2002 11:47/ST.11:46/NO.5090079192 P 5
METAL SAI .

VENDOR A / SOLO TO Cameto
EXPEDITE A / SHIPPED TO
VIA Air - Priority Jan 1-17

DATE		
JA / DY	MO.	AN / YH
18 06 01		
5		10

[illegible]

FM- 784

BCEAUX DES WAGONS / CAR BEALS		EXPENSE PAIEMENTED BY		FIRST FREIGHT		NO		YES	
RECU PAR / RECEIVED BY		CODE DES METAUX / METAL CODES							
CATHODES DE CUIVRE-COPPER CATHODE	0001	MOSELEWAGON	0001	ARGENT-SILVER	0017				
LINGOTS DE CUIVRE-COPPER INGOT	0002	STURUMSILICON	0002	CLAUDE-SILICOXIDE-SILICON	0018				
ZINC "HYDRO" W	0003	FINNORON	0011	TITANIUM-TITANIUM	0019				
ZINC PLUMBING P.W.	0004	CUMING AA BORO-COPPER ALLOY	0012	STYNE MERCURIDE- MERCURY	0020				
PLUMB-LEAD	0005	ORALUMIN-ORUM	0013	LITHIUM-LITHIUM	0021				
ETHYLENE	0006	MANGNE-SILICOXIDE-HELIUM	0014	CUMING CUMING-COPPER CUMING	0022				
CUMING-PA-COPPER IRON	0007	MANGNE-SILICOXIDE-IRON	0015	ALLIUM-ALUM-ALUMINUM	0023				
CUMING PAO BORO-COPPER PAO BORO-AL	0008	CUMING MANGNE-COPPER MANGNE-AL	0016	CUMING-PA-ALUMINUM-COPPER-ALUMINUM	0024				

3094 A. M. M.


Received Time Oct. 4. 10:50AM

WTCan 0012

(FR) 10 4 2002 11:47/ST. 11:48/NO. 5090073182 P 6

Air described, in apparent good order, except as noted which the carrier agrees to carry and to deliver to the another carrier on the route to said destination, subject

It is hereby agreed, as to each center of all of any of the goods one at any portion, of this route to destination, and as to each party as any it is interested in all or any of the goods, that every contract to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed by the shipper and accepted for himself and his assigns.

 WOLVERINE TUBE (CANADA) INC. Fergus Strip Division 865 Genshore Street, P.O. Box 100, Fergus, Ontario, Canada N1M 2W7 Telephone 519-843-3440 Fax 519-843-6067		06-18-01	FM 784
	CUSTOMER P/L		
CHEMETCO	LIVINGSTON - COLLECT		
3576 CHEMETCO LANE			
HARTFORD, ILL			
FERGUS, ONTARIO	DECLARED VALUATION MAXIMUM LIABILITY OF \$2.00 PER POUND UNLESS DECLARED VALUATION STATES OTHERWISE (CONDITIONS 8 AND 10 ON BACK)		
			6

[illegible]

SPECIAL AGREEMENT BETWEEN CONSIGNOR & CARRIER ALREADY HERE.

AFTER 5:00 PM Before 5:00 PM

NOTICE OF
CLAIM

10. No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof reaching out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivery carrier within sixty days after the date of shipment or, in the case of failure to make delivery, within nine (9) months from the date of expiry.

b) The final statement of the claim must be filed within sixty (60) days after the date of assignment together with a copy of the paid notice fee.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

SHIP TO WOLVERINE TUBE (CANADA) INC.		SHIP TO BROWN		CONSIGNEE	
DATE	06-18-01	DATE	Brown	DATE	
PER	T. Bowman	PER		PER	





Received Time - Oct. 4 - 10:50AM

(FRI)10 4 2002 11:47/ST. 11:46/NO. 5090073192 P 7
METAL SAL 3132

VENUE A / SOLD TO *CHEMETCO*
EXPENSE A / SHIPPED TO *per 1-17*
VIA *P.O. Order*

DATE		
JR / DY	MO	AN / YR
22	06	01

[illegible]

REMARQUES / REMARKS		<div style="text-align: center;">  </div>	
KM-300			
SCEAUX DES WAGONS / CAR SEALS		<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> </div>	
REÇU PAR / RECEIVED BY		EXPOSÉ PAR / EXPOSED BY	

CODE DES METAUX / METAL CODES					
CATHODES DE CUIVRE-COPPER CATHODE	0001	MANGANESE	0000	ANTHRAKITE	0017
ANODES DE CUIVRE-COPPER ANODE	0002	SELENIUM	0009	CYANIDE BLENDED WITH BISMUTH	0018
ZINC "WELDING" ZINC	0003	FECHROM	0010	TELLURIDE/ANTHRAKITE	0019
ZINC FUSION ZINC	0004	CUIVRE MANGANESE-COPPER MANGANESE	0011	STAIN BLENDED WITH BISMUTH	0020
PLUMBUM ZINC	0005	CALCULATED ZINC	0012	LITHIUM/ANTHRAKITE	0021
STAIN	0006	ANTHRAKITE/ANTHRAKITE	0013	CUIVRE CATHODE-COPPER CATHODE	0022
CUIVRE-SELENIUM ZINC	0007	ANTHRAKITE/ANTHRAKITE	0014	ANTHRAKITE/ANTHRAKITE	0023
CUIVRE SELENIUM-COPPER MANGANESE	0008	CUIVRE MANGANESE-COPPER MANGANESE	0015	CUIVRE MANGANESE-COPPER MANGANESE	0024

800-4 A DE-100

Received Time Oct. 4. 10:50AM

WTCan 0014

WOLVERINE TUBE (CANADA) INC.

MEIAL SA

RENTAL / SOLD TO

CHEMETCO.

EXPLOSION AT SHIPPEES PT

Q. no. 1-17

VIA

P/4 - Gross

DATE		
JUL / DAY	MO.	AM / YTT
04	10	10

[illegible]

MUNDU DE FONTES

DOORLE

AUTRES MÉTAUX

POUNDS NET / NET WEIGHT

TOTAL

REMARKS / REMARKS

FM-283.

BOEUX DES WAGONS / CAR SEALS

TECU PAR / RECEIVED BY

EXPECT 20/5/99-7:

**FAST
FREIGHT**

2

THE

CODE DES METAUX 7 METAL CODES

CATHODES DE CUIVRE/COPPER CATHODES	0001	ARMENIUM/AR	0000	ARMENIUM/ARMENIUM	0010
WAGTS DE CUIVRE/COPPER MOOY	0002	BALZUM/ALUMINUM	0001	CUIVRE/BALZUM/COPPER BALZUM	0011
ZINC/ARSENIC "N"	0003	BERYLLIUM	0002	TELURIU/BERYLLIUM	0012
ZINC/PLOMB RIK	0004	CUIVRE/ARSENIC/COPPER ARSENIC	0003	STRON/MANGANEZUM/TELURIU	0008
PLUMB/LEAD	0005	CALCIUM/MAGNESIUM	0004	LITHIUM/LITHIUM	0009
ES/ALUMIN	0006	MANGANEZUM/MANGANEZUM	0005	CUIVRE/CALCIUM/COPPER CALCIUM	0013
CUIVRE/TELURIU/IRON	0007	MANGANEZUM/BERYLLIUM/BERYLLIUM	0006	ALUMINIUM/MANGANEZUM	0014
CUIVRE PHO SPHOOR/COPPER PHOSPHORUS	0008	CUIVRE/MANGANEZUM/COPPER MANGANEZUM	0007	CUIVRE/ALUMINIUM/COPPER ALUMINIUM	0015

2094 A 64-10

Received Time Oct. 4. 10:50AM


WTCan 0016

(FRI) 10 4 2002 11:48/ST. 11:46/NO. 5090073192 P 10

as described, in apparent good order, except as noted which the carrier agreed to carry and its delivery to the another carrier on the route to said destination, subject

to the "lease" and classification in effect on the date of shipment. ...

It is mutually agreed, as to each portion of all of any of the goods over all or any portion of the route to destination, and as to each party as any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back thereof, which are hereby agreed by the contractor and accepted for himself and his assigns.

	WOLVERINE TUBE (CANADA) INC. Fergus Strip Division 865 Gairshore Street, P.O. Box 100, Fergus, Ontario, Canada N1M 2W7 Telephone 519-843-2440 Fax 519-843-8087		06-04-81 FM 243	CUSTOMER P/U
		DIVISION "SHIP"		
FERGUS, ONTARIO		DECLARED VALUATION MAXIMUM LIABILITY OF \$2.00 PER POUND UNLESS DECLARED VALUATION \$ STATES OTHERWISE (CONDITIONS 8 AND 10 ON BACK)		
		\$		

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	LOOSE BRASS	42	1/64	185.	
	SKIMMING				
		42	1/64	185.	

FREIGHT CHARGES

COLLECT ☒

PREPAID ☐

IF AT CONSIGNEE'S RISK WRITE OR STAMP HERE

C.O.D. SHIPMENT COLLECTION CHARGES

COLLECT ☐

PREPAID ☐

AMOUNT

C. \$

COLLECTION CHARGES C. \$

D. TOTAL \$

REBUND \$

REYOND \$

OTHERS (SPECIFY)

\$

\$

\$

TOTAL CHARGES

\$

SPECIAL AGREEMENT BETWEEN CONSIGNEE & CARRIER ADVISE HERE:

AIR 5.00 PM

NOTICE OF
CLAIM

4. No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof reaching our particulars of the origin, destination and place of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivery carrier within 90 (ninety) days after the delivery of the goods. (2)

b) The first statement of the claim may be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

WOLVERINE TUBE (CANADA) INC. DATE <u>Dec 04 01</u> PER <u>Brown</u>		DATE <u>June 4 01</u> PER <u>T. H. J.</u>	CONSIGNEE DATE PER
---	--	--	--------------------------

Received Time Oct. 4. 10:50AM

WTCan 0017

INVOICE

FROM

WOLVERINE RATCLIFFS INC.
885 QUARTSHORE STREET, P.O. BOX 10X
FERGUS, ONTARIO, N1M 2W7

REMIT TO:

WOLVERINE RATCLIFFS INC.
885 QUARTSHORE ST., P.O. BOX 10X
FERGUS, ONTARIO, N1M 2W7

TELEPHONE (519) 845-2440
FAX NO. 519-845-8292

Received Time Oct. 4 - 10:50 AM

PAGE 01	METAL SALES NO. see below	SHIP VIA CUSTOMER PICKUP	SHIPPED FROM F COL	MULTI PPDCOL COL	SUM	BILL OF LADING NO. see below	TAX EXEMPT FED PROV YES YES	CUST. NO.	DATE MONTH DAY YEAR 07 29 01	INVOICE # 1-18
<p>Sold to: CHEMETCO INC 16400 SOUTH LATHROP AVE HARVEY, ILLINOIS, 60426 USA</p> <p>Ship to: CHEMETCO INC 16400 SOUTH LATHROP AVE HARVEY, ILLINOIS 60426 USA</p>										
DESCRIPTION						SHIPPED POUNDS	PRICE/LB	AMOUNT		
1 LOAD OF LOOSE BRASS SKIMMINGS Refer to MS 5733 Provisional Pricing						45,314	\$0.2200 US	10,489.88		
1 LOAD OF LOOSE BRASS SKIMMINGS REFER TO MS 5734 Provisional pricing						43,320	0.2200 US	9,530.40		
1 LOAD OF LOOSE BRASS SKIMMINGS REFER TO MS 5735 PM 33A						36812	0.2200 US	\$8,114.64		
TERMS: NET 30 DAYS						INVOICE TOTALS	125,446	US FUNDS	28,134.92	

"TO EXCEED CUSTOMERS EXPECTATIONS"

Final Payout \$20,457.71

(FR) 10 4 2002 11:48/ST. 11:46/NO. 5090073192 P 11

WTCan 0018

(FRI)10 4 2002 11:48/ST.11:46/NO.5090073192 P 12

VENDOR / SOLD TO
EXPENSE / SHIPPED TO
VIA

DATE		
DAY	MO.	AN/YR
13	07	91

[illegible]

2004-05-14

Received Time Oct. 4. 10:50AM

WTCan 0019

(FRI) 10 4 2002 11:48/ST. 11:48/NO. 5090073192 P 13

VENUE A7 SOLD TO *LifeNetCO*
EXPENSE A7 SHIPPED TO
VIA *PLA - Courier*

DATE		
JR./DY	MO	AN/YY
200709		

[illegible]

WFO 9 A 128-100

Received Time Oct. 4. 10:50AM

WTCan 0020

WOLVERINE TUBE (CANADA) INC.

MEMORIAL SALE

DATE		
JUL / DY	MO	AM / YR
26070		
3		210

2004 A 047001

WTCan 0021



**Wolverine
Ratcliffs Inc.**

Memo

To: Tom Morton

From: Bill Wright

CC:

Date: November 7, 2001

Subject: Chemetco Inc.

Tom;

Fergus has shipped skimmings and scrap brass, bronze, and nickel silver alloys to Chemetco USA since October 1999. Prior to then these items would have gone to Lakeside Scrap Metals, Noranda and Metcon (in Hamilton, Ontario).

Attached is a comparison of the quotes from Chemetco and Ansam in August of this year, a letter that was faxed and sent via registered mail to Chemetco, a fax sent to Chemetco's controller, and the statement of account showing the amount due WRI.

Bill.

FROM

(WED) 11 7 2001 14:56/ST. 14:54/NO. 5090074798 P 2

**WOLVERINE
RATCLIFFS INC.**

865 Gartshore Street, Fergus, Ontario, Canada N1M 2W7
Tel : 1-519-843-2440 Sales: 1-519-787-2734 or 1-800-668-7265
Fax : 1-519-843-6087

CHEMETCO INC.
3576 Chemetco Lane,
Hartford, Illinois, USA.
62048

Attention Mr. John Suarez.

Dear John;

Attached is a copy of our "Statement of Account" for Chemetco Inc. It shows a balance due to WRI of \$646,596.90 US funds for the sale of scrap copper alloys to Chemetco Inc. We at this point must respectfully request a payment schedule. If, due to recent circumstances at Chemetco Inc. this is not possible, we request a time schedule for picking up any unused metal we have sold to Chemetco Inc. Should there not be any unused metal remaining on sight, we will consider alternative copper alloy units for replacing such.

Sincerely;

W. (Bill) Wright.

Nov 5, 2001.

c.c. Wolverine Ratcliffs Inc. - Controller, Mr. Dushyant Patel.

WOLVERINE TUBE, INC. COMPANY

WTCan 0023

FROM

(WED) 11 7 2001 14:55/ST. 14:54/NO. 5090074798 P 3

Wolverine Ratcliffs Inc.
865 Gartshore Street
Fergus, Ontario
N1M 2W7

Statement of Account: Chemetco
As of November 2, 2001

WRI Invoice #1-	FM	Date	Provisional Invoice		Final Payout
17	283	22-Jun	\$ 10,181.38		\$ 9,903.76
17	284	22-Jun	\$ 10,276.80		\$10,375.17
17	300	22-Jun	\$ 10,972.80	\$ 31,440.96 120 days old	\$10,264.14
18	318	20-Jul	\$ 9,989.08		\$10,469.87
18	337	20-Jul	\$ 9,574.40		\$ 9,987.84
18	338	20-Jul	\$ 8,714.64	\$ 28,258.12 80 days old	
20	356	20-Aug	\$ 8,276.08		
28	357	20-Aug	\$ 9,526.00		
27	358	20-Aug	\$ 21,435.79		\$21,435.78
26	359	20-Aug	\$ 21,382.01		\$21,382.00
24	360	20-Aug	\$ 20,911.28		\$20,882.52
25	361	20-Aug	\$ 17,858.45		\$17,858.45
23	362	20-Aug	\$ 22,681.31		\$22,586.52
21	363	20-Aug	\$ 20,188.42		\$20,598.55
22	364	20-Aug	\$ 19,268.06		\$19,016.50
20	365	20-Aug	\$ 19,901.34		\$18,927.25
19	366	20-Aug	\$ 20,672.58	\$ 203,101.32 60 days old - terms 15 days	
31	410	15-Sep	\$ 7,579.44		
31	411	15-Sep	\$ 7,711.20		
32	412	15-Sep	\$ 22,226.88		\$22,133.28
32	413	15-Sep	\$ 21,549.08		\$21,497.80
32	415	15-Sep	\$ 21,657.24		\$21,657.24
32	416	15-Sep	\$ 21,760.92		\$21,711.24
32	418	15-Sep	\$ 21,520.80		\$21,443.40
33	428	15-Sep	\$ 20,135.16		\$20,126.96
33	429	15-Sep	\$ 21,507.00		
33	431	15-Sep	\$ 22,308.48		\$22,222.08
34	432	15-Sep	\$ 21,408.80		\$21,384.16
33	433	15-Sep	\$ 20,919.50		\$20,778.50
34	434	15-Sep	\$ 22,505.80		
34	435	15-Sep	\$ 21,169.00		\$20,445.88
35	438	15-Sep	\$ 21,338.88		
36	439	15-Sep	\$ 22,180.04		
35	440	15-Sep	\$ 16,550.80		
37	451	15-Sep	\$ 19,502.10	\$ 353,540.12 37 days old - terms 15 days	
MS5810	463	5-Oct	\$ 7,324.02		
MS5811	463	5-Oct	\$ 7,247.52		
MS5812	464	5-Oct	\$ 8,127.72		
MS5818	465	24-Oct	\$ 7,557.12	\$ 30,256.38 Current	
				\$ 646,596.90	

WTCAN 0024

FROM

(WED) 11 7 2001 14:55/9T. 14:54/NO. 5090074798 P 4



**Wolverine
Ratcliffs Inc.**

865 Gartshore Street, Fergus, Ontario, Canada N1M 2W7
Tel : 1-519-843-2440 Sales: 1-519-787-2734 or 1-800-668-7265
Fax : 1-519-843-6087

CHEMETCO INC.
3576 Chemetco Lane,
Hartford, Illinois, USA.
62048

Attention Mr. John Siebel

Dear John;

In reference to the recent changes at Chemetco Inc. and the funds owed to WRI would you please advise whether the Bankruptcy declaration is filed under Chapter 11 or 7. During Dushyant Patel's conversation with you on November 2nd, you had indicated that those details would be finalized on that day. Any clarification you are able to advise would be much appreciated.

Sincerely;

W. (Bill) Wright.

Nov 7, 2001.

c.c. Wolverine Ratcliffs Inc. -- Controller, Mr. Dushyant Patel.



A WOLVERINE TUBE, INC. COMPANY

WTCan 0025

FROM

All funds US\$

Scrap Quotes

Date	Comex Copper Basis	LME Tin Basis	LME Nickel Basis	LME Zinc Basis	Alloy	Lbs	Quote	Freight	Brokerage	Terms	Buyer
Aug 14	\$0.6620	\$1.73			5100	80,000	\$0.515	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745	\$1.81			5100	80,000	\$0.500	Collect	Collect	Net 30	Ansam
Aug 23	\$0.6745	\$1.81			5100	80,000	\$0.500	Collect	Collect	Net 30	Ansam
Aug 14	\$0.6620	\$1.73			5211	400,000	\$0.535	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745	\$1.81			5211	250,000	\$0.520	Collect	Collect	Net 30	Ansam
Aug 20	\$0.6745	\$1.81			5211	150,000	\$0.350	Collect	Collect	Net 30	Ansam
Aug 23	\$0.6745	\$1.81			5211	150,000	\$0.350	Collect	Collect	Net 30	Ansam
Aug 20	\$0.6745		\$2.62	\$0.38	7520	258,000	\$0.830	Collect	Collect	Net 30	Ansam
Aug 20	\$0.6745		\$2.62	\$0.38	7520	42,000	\$0.350	Collect	Collect	Net 30	Ansam
Aug 23	\$0.6830		\$2.58	\$0.37	7520	300,000	n/a	Collect	Collect	Net 15	Chemetco
Aug 23	\$0.6830		\$2.58	\$0.37	7520	300,000	n/a	Collect	Collect	Net 15	Chemetco
Aug 20	\$0.6745		\$2.62	\$0.38	7706	43,000	\$0.600	Collect	Collect	Net 30	Ansam
Aug 23	\$0.6830		\$2.58	\$0.37	7706	43,000	n/a	Collect	Collect	Net 15	Chemetco
Aug 23	\$0.6830		\$2.58	\$0.37	7706	43,000	n/a	Collect	Collect	Net 15	Chemetco

Note - Chemetco have said that they would be willing to purchase a trial load of alloy 7520 at \$0.50 per lb for the mill grade material. Nickel alloys cause them a problem in smelting; they would therefore purchase the material and broker it out. The price is nowhere near that offered by Ansam metals.

(WED) 11 7 2001 14:56/ST. 14:54/NO. 5090074788 P 6

Lonaa - timing of
pricing

→ shut down end of month

→ Chemetco - \$.10/dollar

→ new charging line

→ settled w/ govt

→ don't return calls

↳ Dennis Myers
John Seibel - last used

→ ↳ in bank negotiations
+ return call

NATURE SAVER™ FAX MEMO 01818		Date	Full pages
To	Tom Morton		
From	Dave Jester		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

☒ Mostly Cloudy
Currently 49
(3-day forecast)

☒ stltoday

☒ home ☒ new ☒ business ☒ sport ☒ entertainment ☒ job ☒ auto ☒ real estate ☒ neighborhood

(Wednesday, Oct. 31, 2001)

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in business

Chemtelco Inc. will close plant and file for bankruptcy
 BY ROBERT KELLY and GREGORY CANCELADA
 Of the Post-Dispatch
 10/30/2001 08:33 PM

Burdened by a weak national economy and a \$3.8 million federal fine for illegally dumping metal-filled wastewater, Chemtelco Inc. will close its plant Wednesday and file for bankruptcy, state and county officials say.

The number of people to be laid off Wednesday was unavailable, but the copper-smelting company had 167 employees last year.

Chemtelco, located off Illinois Route 3 south of Hartford, has stopped accepting new materials and could file for bankruptcy today, said Dennis McMurray, a spokesman for the Illinois Environmental Protection Agency.

The Chemtelco Inc. copper smelting plant in Hartford, Ill., will be closing this week. (David Carson/P-D)

Company executives did not return phone calls Tuesday.

The Chemtelco layoffs follow the loss of 550 jobs in the area in August when Ladue Steel Co. of Alton declared bankruptcy and shut down its mill.

"Alton has suffered quite a bit recently. It's a big blow to the local economy," said David Stoecklin, program administrator with the Madison County Employment and Training Department.

He said the county agency would do its best to help Chemtelco workers find jobs or receive retraining. The agency's services range from help with writing resumes to providing money for education.

Company owner John Suarez of Ladue met with state EPA officials on Tuesday to tell them of his plans to close the plant, McMurray said.

The EPA has been supervising a cleanup at the plant site ordered by a federal judge a year ago. The agency imposed the fine because Chemtelco built a secret pipe that illegally dumped the toxic wastewater.

Piles of hazardous zinc oxide populate the plant site, and the EPA likely will continue to push for a cleanup even if the plant is closed, McMurray said.

Downsizing

Executive Management Group

file://C:\TEMP\Chemtelco.htm

10/31/01

1 2 1100100000 10/31/01 10/31/01 1007 1 11/01/01

WTCAN

WTCAN 0028

"We're certainly concerned about the material," he said. "We'll certainly be trying to contact the company's lawyers to determine what type of bankruptcy is filed."

A spokesman for the Illinois attorney general's office said he was unsure whether bankruptcy would affect the fine or cleanup.

Chemtelco is appealing the \$3.8 million fine imposed last October by U.S. District Judge William D. Stiehl. The case was argued before the 7th U.S. Circuit Court of Appeals in Chicago in April; the appellate court has yet to rule.

Stiehl called the pipe's installation willful and egregious, but at the time he imposed the fine, he said he didn't want to bankrupt the company. Prosecutors had recommended a fine of about twice the amount imposed.

On top of the fire, the economic slowdown has caused the price of industrial metals such as copper to tumble, further hurting Chemetco's revenue. The price of copper has fallen 25 percent since the end of last year.

Former Chemetco owner Denis Feron ordered the pipe installed in 1986 to connect one of the plant's wastewater basins to Long Lake, north of Interstate 270. Collected rainwater contaminated by metals and water used in the smelting process were dumped into Long Lake through the pipe.

The worst of the hazardous waste has been removed from the lake, a state environmental official said early in October. But officials would not declare the site safe.

Chris Cahnovsky, a spokesman for the IEPA's regional office at Collinsville, said his agency was still investigating whether any hazardous waste had leached off Chemetco's property.

"We haven't found any levels that would be any health risk," he said.

He said samples also had been taken from fish caught in the Pontoon Beach recreational part of Long Lake, where fishing is permitted, and no hazardous levels of chemicals had been found.

Cahnovsky said the 10-inch pipe discharged pollutants from 1988 until IEPA authorities discovered it 10 years later during a regular inspection. No reports of illness or injury have been linked to the pollutants, officials said.

Chemtco officials initially called the dumping an accident. But the company pleaded guilty last year of criminal violation of the federal Clean Water Act and of lying to officials about the pipe. Five former workers were sentenced to probation or in-home detention for their part in the dumping.

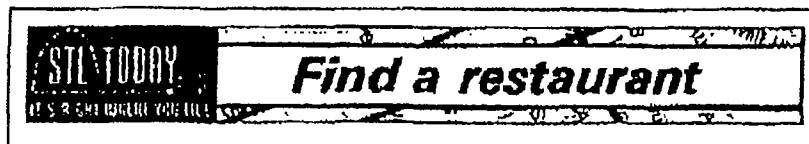
Feron, Chemelco's former owner, has been charged with criminally violating the Clean Water Act. He sold the company to Suarez in 1993. Feron has not been arrested, and officials believe he is living in Ireland or his native Belgium.

Authorities said they had no evidence that Suarez knew about the discharge pipe installed while Feron owned the company.

Reporter Robert Kelly:
E-mail: rkelly@post-dispatch.com
Phone: 314-729-7905

Reporter Gregory Cancelada:
E-mail: gcancelada@post-dispatch.com
Phone: 314-340-8330
[back]

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file:///C:/TEMP/Chemetco.htm

10/31/01

7 1 155/00606 '00/47.01.15/07.01 1007 1 11/0415

157

WTCan 0029

Guidelines for Nonferrous Scrap: NF-2003

Note: When the individual scrap grades in this Circular, denoted by the various code words, are used, an agreement between parties is also bound by the terms of "Apple" as it appears below, unless the terms and conditions of a specific contract provide otherwise, in which case the specific contractual provisions shall govern.

ISRI
Code
Word

Item

Apple—Nonferrous Terms

- a. Delivery of more or less of the specified quantity up to 3 percent is permissible.
- b. A ton shall be understood to be 2,000 pounds, unless otherwise specified.

- c. If any portion of the goods covered by a contract are unshipped or undelivered within the time specified in a contract, then that portion is subject to cancellation by the buyer and/or the buyer has the right to hold the seller responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- d. If for any portion of a contract the buyer fails in a timely manner to open a Letter of Credit and/or fails to provide proper conveyance and/or shipping instructions as specified in the contract, then that portion is subject to cancellation by the seller and/or the seller has the right to hold the buyer responsible for substantiated damages.

If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.

- e. If a significant weight or quality difference is apparent, the seller should be notified promptly and, if requested, another weight or quality determination should be taken. Seller and/or buyer should be given the opportunity to appoint an independent surveyor or a representative to verify weights and/or quality.

For purposes of this section, the meaning of the word "significant" shall be determined by agreement between buyer and seller, depending on the commodities and their values.

- f. If it is mutually determined that goods delivered do not conform to the description specified in the contract, then the shipment is subject to rejection or downgrade.

Disposition of, replacement of, and/or financial adjustment for rejected material shall be subjected to mutual agreement between buyer and seller. Seller is responsible for freight costs.

Buyer is expected, however, to exert every effort to limit rejections only to that portion of the shipment which is unsalable and to return the rejected portion promptly upon request, if government regulations permit.

ISRI
Code
Word

Item

Barley—No. 1 COPPER WIRE

Shall consist of No. 1 bars, uncoated, unalloyed copper wire, not smaller than No. 16 B & S wire gauge. Green copper wire and hydraulically compacted material to be subject to agreement between buyer and seller.

Berry—No. 1 COPPER WIRE

Shall consist of clean, unfinned, uncoated, unalloyed copper wire and cable, not smaller than No. 16 B & S wire gauge, free of burnt wire which is brittle. Hydraulically briquetted copper subject to agreement.

Birch—No. 2 COPPER WIRE

Shall consist of miscellaneous, unalloyed copper wire having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, finned, soldered copper wire; brass and bronze wire; excessive oil content, iron, and non-metallics; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Candy—No. 1 HEAVY COPPER

Shall consist of clean, unalloyed, uncoated copper clippings, punchings, bus bars, commutator segments, and wire not less than 1/16 of an inch thick, free of burnt wire which is brittle; but may include clean copper tubing. Hydraulically briquetted copper subject to agreement.

CHIT—No. 2 COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, finned, soldered copper scrap; brasses and bronzes; excessive oil content, iron and non-metallics; copper tubing with other than copper connections or with sediment; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

Clove—No. 1 COPPER WIRE NODULES

Shall consist of No. 1 bars, uncoated, unalloyed copper wire scrap nodules, chopped or shredded, free of tin, lead, zinc, aluminum, iron, other metallic impurities, insulation, and other foreign contamination. Minimum copper 99%. Gauge smaller than No. 16 B & S wire and hydraulically compacted material subject to agreement between buyer and seller.

Cobra—No. 2 COPPER WIRE NODULES

Shall consist of No. 2 unalloyed copper wire scrap nodules, chopped or shredded, minimum 97% copper. Maximum metal impurities not to exceed 0.50% aluminum and 1% each of other metals or insulation. Hydraulically compacted material subject to agreement between buyer and seller.

Cocoa—COPPER WIRE NODULES

Shall consist of unalloyed copper wire scrap nodules, chopped or shredded, minimum 99% copper. Shall be free of excessive insulation and other non-metallics. Maximum metal impurities as follows:

ISRI Code Word	Item
	Aluminum — .05%
	Tin — .25%
	Nickel — .05%
	Antimony — .01%
	Iron — .05%
	Hydraulically compacted material subject to agreement between buyer and seller.

Dream—LIGHT COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 92% copper content (minimum 88%) as determined by electrolytic assay and shall consist of sheet copper, gutters, downspouts, kettles, boilers, and similar scrap. Should be free of the following: burnt hair wire; copper clad; plating racks; grindings; copper wire from burning, containing insulation; radiators, fire extinguishers; refrigerator units; electrotube shells; screening; excessively leaded, lined, soldered scrap; brasses and bronzes; excessive oil, iron and non-metallics; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement. Any items excluded in this grade are also excluded in the higher grades above.

Drink—REFINERY BRASS

Shall contain a minimum of 61.3% copper and maximum 5% iron and to consist of brass and bronze solids and turnings, and alloyed and contaminated copper scrap. Shall be free of insulated wire, grindings, electrotube shells and non-metallics. Hydraulically briquetted material subject to agreement.

Drove—COPPER-BEARING SCRAP

Shall consist of miscellaneous copper-containing skimmings, grindings, ashes, iron brass and copper, residues and slugs. Free of insulated wires; copper chlorides; unprepared tangled material; large motors; pyrophoric material; asbestos brake linings; furnace bottoms; high lead materials; graphite crucibles; and noxious and explosive materials. Fine powdered material by agreement. Hydraulically briquetted material subject to agreement.

Druid—INSULATED COPPER WIRE SCRAP

Shall consist of copper wire scrap with various types of insulation. To be sold on a sample or recovery basis, subject to agreement between buyer and seller.

Ebony—COMPOSITION OR RED BRASS

Shall consist of red brass scrap, valves, machinery bearings and other machinery parts, including miscellaneous castings made of copper, tin, zinc, and/or lead. Should be free of semi-red brass castings (78% to 81% copper); railroad car boxes and other similar high-lead alloys; cocks and faucets; closed water meters; gates; pot pieces; ingots and burned brass; aluminum, silicon, and manganese bronzes; iron and non-metallics. No piece to measure more than 12" over any one part or weigh over 100 lbs.

Enerv—RED BRASS COMPOSITION TURNINGS

Shall consist of turnings from red brass composition material and should be sold subject to sample or analysis.

Elder—GENUINE BABBIT-LINED BRASS BUSHINGS

Shall consist of red brass bushings and bearings from automobiles and other machinery, shall contain not less than 12% high tin-base babbitt, and shall be free of iron-backed bearings.

Eland—HIGH GRADE-LOW LEAD BRONZE SOLIDS

It is recommended these materials be sold by analysis.

Elas—HIGH LEAD BRONZE SOLIDS AND BORINGS

It is recommended that these materials be sold on sample or analysis.

ISRI Code Word	Item
----------------------	------

Engel—MACHINERY OR HARD BRASS SOLIDS

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6%—nor more than 11%, and total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%. Shall be free of lined and unlined standard red car boxes.

Erin—MACHINERY OR HARD BRASS BORINGS

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6%—nor more than 11%, and the total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%, the antimony content not to exceed 0.50%.

Fence—UNLINED STANDARD RED CAR BOXES (CLEAN JOURNALS)

Shall consist of standard unlined and/or sweated railroad boxes and unlined and/or sweated car journal bearings, free of yellow boxes and iron-backed boxes.

Ferry—LINED STANDARD RED CAR BOXES (LINED JOURNALS)

Shall consist of standard babbitt-lined railroad boxes and/or babbitt-lined car journal bearings, free of yellow boxes and iron-backed boxes.

Grape—COCKS AND FAUCETS

Shall consist of mixed clean red and yellow brass, including chrome or nickel-plated, free of gas cocks, beer faucets, and aluminum and zinc base die cast material, and to contain a minimum of 35% semi-red.

Honey—YELLOW BRASS SCRAP

Shall consist of brass castings, rolled brass, rod brass, tubing and miscellaneous yellow brasses, including plated brass. Must be free of manganese-bronze, aluminum-bronze, unsweated radiators or radiator parts, iron, excessively dirty and corroded materials.

Ivory—YELLOW BRASS CASTINGS

Shall consist of yellow brass castings in crucible shape, no piece to measure more than 12 inches over any one part; and shall be free of brass forgings, silicon bronze, aluminum bronze and manganese bronze, and not to contain more than 15% nickel plated material.

Label—NEW BRASS CLIPPINGS

Shall consist of the cuttings of new unloaded yellow brass sheet or plate, to be clean and free from foreign substances and not to contain more than 10% of clean brass punchings under 1/4 inch. To be free of Muntz metal and naval brass.

Lace—BRASS SHELL CASES WITHOUT PRIMERS

Shall consist of clean fired 70/30 brass shell cases free of primers and any other foreign material.

Lady—BRASS SHELL CASES WITH PRIMERS

Shall consist of clean fired 70/30 brass shell cases containing the brass primers and which contain no other foreign material.

Lake—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN FIRED

Shall consist of clean fired 70/30 brass shells free of bullets, iron and any other foreign material.

Lamb—BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN MUFFLED (POPPED)

Shall consist of clean muffled (popped) 70/30 brass shells free of bullets, iron and any other foreign material.



RECORD RETENTION PROGRAM

	<u>YEARS</u>
General Correspondence	1
1. Correspondence-Legal & Proprietary Matters	P*
Safety and Environmental Documents:	
1. Employee medical records	30
2. Personnel exposure records (e.g. air monitoring, hearing tests, MSDS)	30
3. OSHA 300/200 Log and related documentation	5
4. Environmental site files including insurance claims	P*
5. Hazardous waste manifests	5
6. Monitoring and testing data	30
7. Permit applications and supporting data	30
8. Due Diligence Information	30
9. Consent Agreements and Agency correspondence	30
Manufacturing:	
1. Lab test reports	20
2. Product tooling, design, specifications and research data	20
3. Engineering change requests	10
4. Engineering change notices	10
5. Work orders	3
6. Bills of material	2
7. Safety related tests and inspection reports for existing products	5
Quality Control and Inspection:	
1. Inspection and test records	P*
2. Customer service records	10
3. Equipment and instrument calibration records	10
4. Material substitution records	10
5. Supplier quality data	10
6. Returned goods records	10
7. Customer complaints	3
8. Summary of customer complaints	5
Traffic and Transportation:	
1. Freight bills	3
2. Bills of lading, waybills	2
3. Freight claims	2 years after settlement
4. Rates and tariffs	1 year after superseded
Sales and Marketing:	
1. Catalogs and price lists	P*
2. Advertising copy and marketing programs	5
3. Copies of packaging materials and instructions	5
4. Customer order files	4
5. Customer correspondence files	4
6. Salesperson's reports	2
7. Sales department copies of invoices	7
8. Rebate and co-op advertising programs	6
9. Exporter's certificate of origin and information necessary to prepare Certificates for exports to or imports from Canada	5

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
Credit Files Relating to Customer:	
1. Application for credit, approval forms, qualification reports	1 year after account becomes inactive
2. Collection litigation files	7 years after legal settlement
3. Correspondence regarding collection	2
4. Customer financial statements	Until superseded
5. Guarantees and subordination agreements	3 after termination and settlement of account
6. Security agreements and financing statements	3 after satisfaction
Procurement Material Control:	
1. Purchase order register	7
2. Vendor files (requisitions, purchase orders, quotations, correspondence)	7
3. Inventory control reports	3
4. Productions schedules	1
Payroll Documents:	
1. Employee earnings record	p*
2. Labor distribution cost records	7
3. Payroll registers (gross and net)	7
4. Unclaimed wage records	7
5. Employee deduction authorizations	At least 7 after final year of deduction
6. Assignments, attachments and garnishments	7 after payment or settlement
7. Time cards and sheets	7
Plant and Property Records:	
1. Original purchase, sale or lease agreement of plant facility	p*
2. Correspondence, property deeds, easements, licenses, rights or way and miscellaneous documents pertaining to sold plant facilities	10 plus written approval from Corporate Attorney
3. Property insurance policies	p*
4. Fixed asset ledgers (year-end runs)	p*
5. Mortgages	p*
6. Records relating to plant waste (non-hazardous)	3
7. Plant inspection and safety audit reports (unless covered elsewhere)	3
Accounting and Finance:	
(+Accounting, the Corporate Controller will issue a directive outlining the specific years to be destroyed).	
1. Annual audited financial statements	p*
2. General ledgers	10+
3. Journal entries and supporting documentation	7+
4. Annual audit work paper package	7+
5. Monthly financial statements	7+
6. Bank statements and cancelled checks	7+
7. Original copies of accounts payable invoices and employee expense Reports:	
a. Normal trade payables	7+
b. Freight bills	3+

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	YEARS
8. Accounts receivable invoices	4+
9. Accounts receivable cash receipts files	4+
10. Annual plans and budgets	3
11. Strategic plans	2 years after termination of plan period
12. Census bureau and other government surveys	7
13. Physical inventory records	7+
14. Capital appropriation requests	1 year after post completion review
Insurance Records:	
1. All policies, including workers compensation, product liability, Umbrella, property, fidelity and crime, general liability, etc.	P*
2. Certificates:	
a. Issued on behalf of Company	3
b. Issued to Company	P*
3. Group insurance plans:	
a. Active employees	P*
b. Retirees	P*
4. Audits or adjustments	2 after final adjustment
5. Claims files (including correspondence, medical records, injury, documentation, etc.)	
a. Workers compensation	30
b. Product liability	7 years after settlement
c. First party	"
d. Other third party	"
e. Long term disability	P*
f. Group life	7 years after death
6. Release/settlements	25
7. Inspections	3
8. Loss runs	10
9. Annual loss summaries	10
10. Journal entry support data	7
Pension Documents and Supporting Employee Data:	
1. Pension plans and all amendments thereto	P*
2. Pension plan determination letters	P*
3. Records of employee service and eligibility for pension (including hours worked and any breaks in service)	P*
4. Required personal information on employees and former employees (including name, address, social security number, period of employment, etc.)	P*
5. Records of plan administrator setting forth authority to pay	P*
6. Reports of pensions or pension plans filed with the Department of Labor or the Internal Revenue Service	P*
Human Resources:	
1. Original union agreements, where applicable	P*
2. Records showing employee exposure to potentially hazardous substances	P*

Revised 11/11/03

P* stands for Permanent



RECORD RETENTION PROGRAM

	<u>YEARS</u>
3. Medical histories or health data	P*
4. General earnings records	P*
5. Employee's personal records, including individual attendance records, application forms, performance evaluations, termination papers, exit interview records, withholding information, garnishments, test results, etc.	7 after termination
6. Individual contracts of employment	7 after termination
7. Commissions/bonuses, incentives, awards, etc.	7
8. General attendance records	7
9. Job descriptions	3 after superseded
10. Safety or injury frequency reports	10
11. Affirmative action programs	5 after superseded
12. EEO-1 and EEO-2 Employer Information Reports	2 after superseded or filing, whichever is longer
13. Applications, resumes, results of pre-employment physicals, and related correspondence (non-hired applicants)	
a. Advertised job openings	
b. Unsolicited applications and resumes	1 year from date of non-hire decision 90 days

Revised 11/11/03

P* stands for Permanent

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

IN RE:

CHEMETCO INC

Debtor,

LAURA GRANDY, TRUSTEE

Plaintiff,
v.

WOLVERINE TUBE INC

Defendant.

In Proceedings
Under Chapter 7

No. BK 01-34066

No. ADV 03-3407

ORDER

MEYERS, KENNETH J., Judge

TYPE OF ACTION: Complaint to Recover Money/Property

COUNSEL FOR PLAINTIFF: Laura Grandy

COUNSEL FOR DEFENDANT: Jeremy Retherford, W. Clark Watson

Case called for Pretrial hearing and the parties appear by their respective attorneys.

1. All discovery shall be completed on or before the 1st day of June, 2004.
2. The case is scheduled for trial on the 7th day of June, 2004 at 9:00 am/pm.
Trial to be held at E. St. Louis Alton. No further notice of trial setting will be given.

3. The parties shall mark all exhibits prior to trial and shall prepare sufficient copies of the exhibits for all parties to refer to at trial, plus one copy each for the Judge, Law Clerk and Courtroom Deputy. The parties shall exchange all exhibits at least five (5) days prior to trial. Each party shall prepare and submit at the time of trial a written statement as to each exhibit indicating whether the party objects to the exhibit and, if so, the nature of the objection.

4. The parties shall exchange the names of all witnesses intended to be called at trial at least five (5) days prior to trial.

5. The parties shall prepare and submit at least five (5) days prior to trial proposed findings of fact, conclusions of law and briefs in support of their respective positions. The briefs shall contain a statement which outlines the burden of proof on each issue, who has the burden of proof, and why the burden of proof has or has not been sustained. Counsel should be aware that the Court may decide the matter at the time of trial and will not, except under extraordinary circumstances, permit the submission of additional briefs following the date of trial.

6. 2 (hours) (days) estimated for trial.

7. The parties shall meet within 90 days of the date of this order and discuss the possible settlement of this case and shall report to the Court in writing within five (5) days after such meeting concerning the status of the case and progress of any settlement negotiations.

8. This case will only be continued and removed from the trial docket for good cause shown. Proceedings in other courts, whether federal or state, scheduled after the date of this order, may not be used as grounds constituting good cause for the continuance of this case.

9. Any motion for summary judgment filed less than 30 days prior to trial will be heard at trial.

10. All parties shall have available at trial, in person or by phone, a person with authority to enter into binding settlement negotiations.

11. F.R.B.P. 7026 does not apply.

12. Other orders:

ENTERED: 1/14/04

[Signature]
U.S. BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

LAURA GRANDY, TRUSTEE
FOR CHEMETCO INC

CAUSE NO. 03-3452 (01-34066)

Vs

WOLVERINE TUBE (CANADA) INC

DATE: January 14, 2004

PLACE: East St Louis

CHAPTER: 7

PRESENT: Honorable Kenneth J. Meyers, U.S. Bankruptcy Judge

COUNSEL FOR

PLAINTIFF: Laura Grandy

COUNSEL FOR

DEFENDANT: Jeremy Retherford
W. Clark Watson

MINUTE ORDER IN CHAMBERS ()

PROCEEDINGS: Objection to Motion to Dismiss Adversary Proceeding

MINUTES OF COURT: Case is called for hearing on the Objection to Motion to Dismiss. Mary Lopinot appears on behalf of the plaintiff, Laura Grandy, and Clark Watson appears as counsel for the defendant, Wolverine Tube (Canada) Inc. Counsel report the Objection to Motion to Dismiss resolved. Mary Lopinot makes an oral motion to voluntarily dismiss the Complaint to Recover Money/Property. The oral motion is Granted and the complaint is Dismissed.

Wayne A. Bannert

Clerk of Bankruptcy Court

By: /s/ Kathleen McCallister

Deputy Clerk

NOTE: THESE WRITTEN MINUTES ARE A CLERICAL ENTRY OF THE COURT PROCEEDINGS FOR RECORD KEEPING PURPOSES ONLY. THEY ARE NOT AND SHOULD NOT BE CONSTRUED AS THE ORDER OF THE COURT, WHICH WAS ORALLY DELIVERED. CONSULT THE TRANSCRIPT OF PROCEEDINGS FOR THE ACTUAL ORDER.

CLOSED

**U.S. Bankruptcy Court
Southern District of Illinois (East St Louis)
Adversary Proceeding #: 03-03452**

Assigned to: Honorable Kenneth J. Meyers
Related BK Case: 01-34066
Related BK Title: Chemetco Inc
Demand:
Nature of Suit: 454

Date Filed: 11/11/03
Date Terminated: 01/14/2004

Plaintiff

Laura K. Grandy
720 W Main Suite 100
Belleville, IL 62220
(618)234-9800

represented by **Laura K. Grandy**
Mathis Marifian Richter and Grandy
Ltd
720 W Main St Suite 100
Belleville, IL 62220
(618) 234-9800
Email: LGrandy@mmrg.com
LEAD ATTORNEY

Laura K. Grandy
720 W Main Suite 100
Belleville, IL 62220
(618)234-9800
Email: LGrandy@mmrg.com

V.

Defendant

Wolverine Tube (Canada), Inc.
c/o Johann Manning
200 Clinton Avenue, 10th Floor
Huntsville, AL 35801

represented by **Jeremy L. Retherford**
Balch & Bingham LLP
1901 Sixth Ave North, Suite 2600
PO Box 306 (35201-0306)
Birmingham, AL 35203-2628
LEAD ATTORNEY

W. Clark Watson
Balch & Bingham LLP
1901 Sixth Ave North, Suite 2600
PO Box 306 (35201-0306)
Birmingham, AL 35203-2628
205-226-3466
Fax : 205-488-5747

Email: ewatson@balch.com
LEAD ATTORNEY

Filing Date	#	Docket Text
11/11/2003	<u>1</u>	454 (Recover Money/Property): Complaint by Laura K. Grandy against Wolverine Tube (Canada), Inc... (Grandy, Laura) (Entered: 11/11/2003)
11/12/2003	<u>2</u>	4 Summons Issued to Laura Grandy. Wolverine Tube (Canada), Inc. Answer Due 12/12/2003. (br,) (Entered: 11/12/2003)
11/19/2003	<u>3</u>	Summons Service Executed on Wolverine Tube (Canada), Inc. 11/19/2003.. (Grandy, Laura) (Entered: 11/19/2003)
12/12/2003	<u>4</u>	Motion to Dismiss Adversary Proceeding Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/12/2003)
12/12/2003	<u>5</u>	Corrected Exhibit(s) Summary and Certificate of Service. (br,) (Entered: 12/12/2003)
12/15/2003	<u>6</u>	Hearing before Judge Kenneth J. Meyers on Motion to Dismiss Adversary Proceeding Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc (related document(s)4). Hearing scheduled for 1/14/2004 at 09:00 AM at Bankruptcy Court ESTL. (kd,) (Entered: 12/15/2003)
12/17/2003	<u>7</u>	BNC Certificate of Mailing. No. of Notices: 4. Service Date 12/17/2003. (Related Doc # 6) (Admin.) (Entered: 12/18/2003)
12/22/2003	<u>8</u>	Motion to Appear Pro Hac Vice Filed by W. Clark Watson on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/22/2003)
12/22/2003	<u>9</u>	Motion to Appear Pro Hac Vice Filed by Jeremy Retherford on behalf of Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 12/22/2003)
12/22/2003		Receipt Number 300 94178, Fee Amount \$200 (related document(s)8 Motion to Appear Pro Hac Vice filed by Defendant Wolverine Tube (Canada), Inc., 9 Motion to Appear Pro Hac Vice filed by Defendant Wolverine Tube (Canada), Inc.). (gb,) (Entered: 12/22/2003)
12/22/2003	<u>10</u>	Order Granting Motion To Appear Pro Hac Vice (Related Doc # 8) (br,) (Entered: 12/22/2003)

12/22/2003	<u>11</u>	Order Granting Motion To Appear Pro Hac Vice (Related Doc # 9) (br,) (Entered: 12/22/2003)
12/24/2003	<u>12</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/24/2003. (Related Doc # <u>10</u>) (Admin.) (Entered: 12/25/2003)
12/24/2003	<u>13</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/24/2003. (Related Doc # <u>11</u>) (Admin.) (Entered: 12/25/2003)
12/29/2003	<u>14</u>	Order for Corporate Ownership Statement. (br,) (Entered: 12/29/2003)
12/31/2003	<u>15</u>	BNC Certificate of Mailing. No. of Notices: 6. Service Date 12/31/2003. (Related Doc # <u>14</u>) (Admin.) (Entered: 01/01/2004)
01/08/2004	<u>16</u>	Corporate Ownership Statement Filed by Defendant Wolverine Tube (Canada), Inc.. (br,) (Entered: 01/08/2004)
01/09/2004	<u>17</u>	Response (NO OBJECTION) to <i>Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>4</u> <i>Motion to Dismiss Adversary Proceeding</i> filed by Defendant Wolverine Tube (Canada), Inc.). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>18</u>	Brief/Memorandum in Support Of <i>Plaintiff's Response to Defendant's Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>17</u> <i>Response (NO OBJECTION)</i> filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>19</u>	Objection to <i>Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>4</u> <i>Motion to Dismiss Adversary Proceeding</i> filed by Defendant Wolverine Tube (Canada), Inc.). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>20</u>	Brief/Memorandum in Support Of <i>Plaintiff's Response (objection) to Defendant's Motion to Dismiss</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>19</u> <i>Objection</i> filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/09/2004	<u>21</u>	<i>Motion to Strike Documents No. 17 and 18</i> Filed by Plaintiff Laura K. Grandy (related document(s) <u>17</u> <i>Response (NO OBJECTION)</i> filed by Plaintiff Laura K. Grandy, <u>18</u> <i>Support Brief</i> filed by Plaintiff Laura K. Grandy). (Grandy, Laura) (Entered: 01/09/2004)
01/13/2004	<u>22</u>	Order Granting Motion to Strike Document #17 and #18 Filed by the Plaintiff, (Related Doc # <u>21</u>) (br,) (Entered: 01/13/2004)
01/13/2004	<u>23</u>	Certificate of Service of Order Granting Motion to Strike sent to

		Jeremy Retherford, W. Clark Watson, and Wolverine Tube (Canada), Inc. by mail on 1/13/04, (related document(s) 22 Order on Motion to Strike). (br,) (Entered: 01/13/2004)
01/14/2004	24	Minutes of Court from 1/14/04; (related document(s) Resolved 19 Objection filed by Plaintiff Laura K. Grandy, Dismissed 1 Complaint filed by Plaintiff Laura K. Grandy, and Resolved 4 Motion to Dismiss Adversary Proceeding filed by Defendant Wolverine Tube (Canada), Inc.). (kl,) (Entered: 01/14/2004)

PACER Service Center			
Transaction Receipt			
01/23/2004 08:37:09			
PACER Login:	bb0160	Client Code:	102040-030
Description:	Docket Report	Case Number:	03-03452
Billable Pages:	2	Cost:	0.14

Documentation from Great Lakes Copper, Inc.'s (f.k.a. Wolverine Tube
(Canada) Inc.) Files

Wolverine Hatchlings Inc.
 885 Bantelore Street
 Fergus, Ontario
 N1M 2W7

Here is a spreadsheet that has the payments we received from Chomolico
 The April cheque(s) included \$20,828.80 that belonged to London An entry was made in May 2001 crediting 390 intercompany A/R

Statement of Account Chomolico
 As of October 29, 2001

WRI Invoice #1 -	FM Bk of Lading	Date	Provisional Invoice	Final Payout	US\$ Paid	Date Paid	
8209	79	17-Jan	\$ 10,272.00		\$10,795.07	1-Apr	
8210	80	25-Jan	\$ 10,718.00		\$12,900.29	1-Apr	
8211	90	1-Feb	\$ 9,868.72		\$10,810.12	1-Apr	
8212	100	1-Feb	\$ 10,002.72		\$10,409.48	1-Apr	
8213	108	2-Feb	\$ 10,783.52		\$11,074.72	1-Apr	
8214	123	14-Feb	\$ 10,808.72		\$12,758.72	1-Apr	
8215	129	21-Feb	\$ 10,104.24		\$10,403.50	1-Apr	
8234	145	8-Mar	\$ 10,873.78		\$12,332.10	1-Apr	\$91,550.00
8235	172	19-Mar	\$ 10,741.44		\$10,450.34	1-May	
8238	173	28-Mar	\$ 10,233.00		\$10,742.14	1-May	
8239	209	3-Apr	\$ 10,208.10		\$ 8,804.03	1-May	\$31,056.51
8240	208	11-Apr	\$ 9,716.64		\$ 8,891.81	1-Jun	
8241	210	18-Apr	\$ 9,821.70		\$11,237.73	1-Jun	
8242	211	24-Apr	\$ 10,320.00		\$10,557.20	1-Jun	
8243	239	25-Apr	\$ 10,387.42		\$12,505.00	1-Jun	
8244	242	27-Apr	\$ 10,208.00		\$ 9,770.17	1-Jun	\$54,170.91
	284	25-May	\$ 10,389.44		\$10,525.80	1-Sep	\$10,525.80
Outstanding							
17	283	22-Jun	\$ 10,181.30	\$ 9,903.76			
17	284	22-Jun	\$ 10,275.80	\$10,376.17			
17	300	22-Jun	\$ 10,072.80	\$ 31,440.86 120 days old	\$10,284.14		
18	318	20-Jul	\$ 9,960.08	\$10,408.87			
18	317	20-Jul	\$ 9,574.40	\$ 9,987.84			
18	318	20-Jul	\$ 9,714.64	\$ 28,258.12 90 days old			
20	356	20-Aug	\$ 0,275.08				
28	357	20-Aug	\$ 0,528.00				
27	358	20-Aug	\$ 21,435.79	\$21,435.78			
28	359	20-Aug	\$ 21,382.01	\$21,382.00			
24	360	20-Aug	\$ 20,911.28	\$20,882.52			
25	361	20-Aug	\$ 17,858.45	\$17,808.45			
23	382	20-Aug	\$ 22,681.31	\$22,586.52			
21	383	20-Aug	\$ 20,188.42	\$20,598.65			
22	384	20-Aug	\$ 10,208.08	\$18,018.50			
20	385	20-Aug	\$ 19,901.34	\$18,827.25			
19	388	20-Aug	\$ 20,872.80	\$203,101.32 60 days old			
31	410	15-Sep	\$ 7,578.44				
31	411	15-Sep	\$ 7,711.20				
32	412	15-Sep	\$ 22,228.80	\$22,133.28			
32	413	15-Sep	\$ 21,548.08	\$21,497.80			
32	415	15-Sep	\$ 21,857.24	\$21,857.24			
32	416	15-Sep	\$ 21,760.82	\$21,711.24			
32	418	15-Sep	\$ 21,629.80	\$21,443.40			
33	428	15-Sep	\$ 20,135.10	\$20,126.96			
33	429	15-Sep	\$ 21,507.00				
33	431	15-Sep	\$ 22,308.48	\$22,222.88			
34	432	15-Sep	\$ 21,408.80	\$21,384.18			
33	433	15-Sep	\$ 20,918.50	\$20,778.50			
34	434	15-Sep	\$ 22,605.00				
34	435	15-Sep	\$ 21,189.00	\$20,445.80			
35	438	15-Sep	\$ 21,338.88				
38	438	15-Sep	\$ 22,180.04				
35	440	15-Sep	\$ 18,550.80				
37	451	15-Sep	\$ 19,502.10	\$353,640.12 37 days old - Items 16 days			
MS5810	483	5-Oct	\$ 7,324.02				
MS5811	483	5-Oct	\$ 7,247.52				
MS5812	484	5-Oct	\$ 8,127.72				
MS5818	485	24-Oct	\$ 7,557.12	\$ 30,258.38 Current			
\$848,898.80							

LONDON

US \$

WTCan 0044

CHEMETCO ACTIVITY 2001

MONTREAL			Cdn\$	US \$
July, 16	Cash receipts	Chemetco payment		(11,879.00)
Aug. 2	Cash Receipts	Chemetco payment		(23,026.55)
Sept. 26	Cash Receipts	Chemetco payment		(19,439.43)
Oct. 5	Cash Receipts	Chemetco payment		(11,292.25)
Oct.5	Cash Receipts	Chemetco payment		(22,423.08)